

## **EXHIBIT 3**

To: Jerry  
From: Jason Klein

Let me know if you  
need anything else.

Thanks,  


**The Goodyear Tire & Rubber Company  
Associate Confidentiality and Intellectual Property  
Agreement**

## GLOSSARY OF TERMS

**Associate Intellectual Property** is that portion of **Intellectual Property** conceived, originated or reduced to practice by you during your employment by Goodyear and not owned by Goodyear as provided in Section 3 of this Agreement.

**Confidential Information** is information you learn as a result of your employment at Goodyear which is not generally available to the public. **Confidential Information** has many forms and includes business, technical and other information, such as personnel data or similar personal information about Goodyear associates, that should not be made available to the general public. **Confidential Information** of Goodyear that you as an associate may acquire includes information relating to products, processes, machines, services, research, development, manufacturing, purchasing, finance, data processing, engineering, computers, software, firmware, marketing, merchandising and selling. Other **Confidential Information** may include customer lists, routes or techniques used in product testing, test methods, factory procedures, quality control systems, etc. Much of this **Confidential Information** will be or relate to **Trade Secrets** of Goodyear. **Confidential Information** does not include information which you can demonstrate by documentary evidence: (a) was, at the time of disclosure to you, available to the general public; or (b) has subsequently become available to the general public other than by breach of this Agreement and then only after such date; or (c) was in your possession prior to its receipt from Goodyear; or (d) has been disclosed by you and become generally available to the public as a requirement of law, regulation or court order. Information shall not be deemed to be available to the general public for the purposes of the above exceptions merely because it is expressed in public literature in general terms not specifically in accordance with the **Confidential Information**.

**Conflicting Business Unit** means a non-Goodyear business unit or entity that manufactures or plans to manufacture a **Conflicting Product** or that markets or plans to market a **Conflicting Service**.

**Conflicting Product or Service** means, respectively, any **Product** or service of any person or organization other than Goodyear that competes with, or is substantially similar in nature or function to, a **Goodyear Product or Service** which is intended to produce revenue for Goodyear or which provides significant manufacturing or business advantage for Goodyear. To be "Conflicting", the similar **Goodyear Product or Service** must be in existence or under development prior to the date you leave the employ of Goodyear.

**Goodyear Compensation** means your highest base pay, plus cash bonuses, if any, for any calendar year during the preceding five (5) years but excludes all other incentive awards.

**Goodyear Intellectual Property** means all **Intellectual Property** owned by Goodyear and required to be disclosed by the associate to Goodyear under the terms of Section 3 of this Agreement.

**Goodyear Product or Service** is any **Product** or service of Goodyear, whether before or after the date of this Agreement, but is limited by the context in which this term is used in this Agreement. **Goodyear Products and Services** do not include motor-vehicle services, automotive batteries or accessories, or retail sales and servicing of tires or engineered products.

**Invention** is any discovery, improvement, or idea originated by an individual working alone or with others.

**Intellectual Property** is a general term which includes **Inventions**, **Patents**, **Copyrights**, trademarks, **Confidential Information** and **Trade Secrets**.

**Patents and Copyrights** are **Intellectual Property** rights granted under governmental statutes and allow the owners of them to exclude others, for a limited period of time, from using the **Invention** patented or from copying the writing or work of art copyrighted. **Patents** are granted for novel and unobvious machines, articles of manufacture, processes, compositions of matter and ornamental designs. **Copyrights** are obtained by authors of computer code (software and firmware), books, magazine articles, etc. **Copyrights** also are obtained by composers of music and by artists who perform or who otherwise originate works of art. Copyrighted materials often are **Confidential Information**.

**Product** means a product, process, machine, compound or composition of matter.

**Trade Secret** is a special form of **Confidential Information**, and generally is technical or business information that is of value in a trade or business and that is not generally known by others in such trade or business.

This Agreement, which is effective on the date written on page 5 below, is entered into between Goodyear and you, as an employee ("associate") of Goodyear. The name "Goodyear", as used in this Agreement, includes The Goodyear Tire & Rubber Company, an Ohio corporation, its successors and assignees, and any of their existing and future subsidiaries in the United States or foreign countries.

### Introduction

#### **Purpose of Agreement**

This Agreement is intended (i) to delineate the rights of Goodyear and the rights of Goodyear associates in *Intellectual Property* and (ii) to protect Goodyear's rights in its *Intellectual Property* in order to ensure that Goodyear is able to maintain its competitive advantage. Under this Agreement you assign, and agree to assign in the future, to Goodyear certain of your *Intellectual Property* rights. These rights are to *Inventions*, *Patents*, *Copyrights*, and ideas relating to Goodyear's business interests. You also agree not to use and not to disclose to people outside of Goodyear *Trade Secrets* and other *Confidential Information* of which you may become aware during your association with Goodyear. This non-disclosure obligation continues for ten (10) years after you leave the employ of Goodyear.

As an associate of Goodyear, you may make an *Invention*, whether patentable or not. Some, but not all, of these *Inventions* are assigned to Goodyear under this Agreement. In addition, you may be restricted in rendering services to a *Conflicting Business Unit*.

You may, if you wish, consult with an attorney of your choice regarding the rights and obligations described in this Agreement.

A GLOSSARY OF TERMS used in this Agreement is provided on page 1.

#### **Scope of Agreement**

This Agreement sets forth all your obligations and rights in relation to *Intellectual Property*. You specifically agree that this is not a contract of employment for any period of time. This Agreement does not set forth all of the terms and conditions of your employment with Goodyear, such as your compensation, period of employment, retirement and medical benefits, if any, or obligations unrelated to *Intellectual Property*.

### Terms of this Agreement

#### **Benefits to Associate and Goodyear**

Clear boundaries between *Intellectual Property* that belongs to Goodyear and that which belongs to associates will help to empower associates to develop and use their full potential and will foster open communication between Goodyear and its associates. In addition, certain of the provisions of this Agreement are

more favorable for you than comparable provisions of previous agreements or your rights and obligations without an agreement. Also, this Agreement may enable you to have duties and assignments that Goodyear otherwise would be unwilling to allow due to *Intellectual Property* concerns.

You acknowledge that you are entering into this Agreement voluntarily and, in the case of new associates, you are entering into this Agreement in consideration of Goodyear's offer of employment to you. You also acknowledge the benefit you receive as a Goodyear associate if other associates are restricted from rendering services to a *Conflicting Business Unit*.

#### **Terms**

1. **Non-disclosure (Secrecy) and Non-use Agreement.** You agree not to disclose to any person, corporation or other entity, any *Goodyear Trade Secrets* or *Confidential Information* unless you first receive permission from an authorized Goodyear representative. This obligation shall continue for a period of ten (10) years after you leave the employ of Goodyear. In the absence of permission from an authorized Goodyear representative, you are not for a period of ten (10) years after you leave the employ of Goodyear, entitled to use *Goodyear Trade Secrets* or *Confidential Information* or disclose them to others when you employ your skills on their behalf. You recognize that Goodyear has received and in the future may receive from third parties, *Confidential Information* subject to Goodyear's duty to maintain the confidentiality of such information and use it only for certain limited purposes. You agree not to disclose such *Confidential Information* to any person, firm or corporation or use it except as necessary in carrying on work for Goodyear consistent with Goodyear's agreement with the third party, as made known to you.

2. **Associate Use of Goodyear Computer Systems.** You agree, if given access to any Goodyear computer system, to use the system for Goodyear's business purposes and not to its detriment. You further agree to be responsible for use of your user identification number and passwords and will refrain from disclosing passwords to others. You agree that copies, extracts or derivatives you make of Goodyear computer programs or data files, not generally available to all or most associates, will be retained by you only for a time reasonable under the existing Goodyear business circumstances and will then be destroyed. Such

programs and data files are *Confidential Information* of Goodyear. You also agree not to attempt intentionally to access computer programs or data files you have no authority to access.

3. **Assignment of Intellectual Property.** You agree that all *Intellectual Property*,

(a) which is conceived, originated or reduced to practice by you, either alone or jointly with others (and whether or not during your normal working hours), during your employment by Goodyear (and whether or not it existed before the date of this Agreement) and

(b) which, at the time of conception, origination or reduction to practice by you, relates to:

(i) a *Product* designed, developed, engineered, manufactured or marketed by Goodyear, whether in existence or under development, that you conceived, gained special knowledge of, or worked with at any time during the last ten (10) years of your Goodyear service; or

(ii) any Goodyear business opportunity whether conceived by you or not, relating to a *Product* as in (i) above; or

(iii) a Goodyear business or technical (including computer software) problem known to you; or

(iv) any matter, thing, process or method of manufacture connected in any substantial way with tasks assigned to you or performed by you at Goodyear, or with an existing Goodyear business or investigation known to you, or with processes or tests known to you and carried on by Goodyear;

is *Goodyear Intellectual Property* and you agree to disclose such *Intellectual Property* to Goodyear.

You agree to keep and maintain complete written records of all *Inventions, Trade Secrets, Confidential Information* and copyrightable material conceived, originated or reduced to practice by you during the term of your employment by Goodyear. These records shall be in the form of notes, sketches, drawings and, as to *Goodyear Intellectual Property*, any other format that may be specified by Goodyear. The records relating to *Goodyear Intellectual Property* will be available to and constitute the property of Goodyear. Other records of yours relating to *Intellectual Property* will be subject to review by Goodyear's legal counsel should any questions arise concerning whether you or Goodyear own such *Intellectual Property*.

You assign, and agree to assign to Goodyear, all of your rights in *Goodyear Intellectual Property* (including all of your legally assignable rights in copyrightable materials). If rights exist in copyrightable material which cannot be assigned (in certain countries, these could include the right of an author to preserve the integrity of a copyrightable work or its association with the author), you waive such non-assignable rights and consent to any action of Goodyear that otherwise would be in conflict with those rights. You will assist Goodyear or any other person or company Goodyear may name, in obtaining, maintaining, and enforcing *Patents, Copyrights, and Trade Secret* rights it or they may have anywhere in the world. You also agree to supply evidence, give testimony, sign affidavits, execute papers and do all other things that may be legal and proper for Goodyear to request, all of which will be at Goodyear's expense. After you leave the employ of Goodyear, these obligations continue with respect to *Goodyear Intellectual Property* conceived, originated or reduced to practice during such association.

Goodyear shall not have exclusive right or ownership of copyrighted materials which are basic tools of your profession or trade, such as basic forms or computer algorithms having application in the solution of problems commonly encountered in your profession or trade.

Goodyear, in its sole discretion, may grant to you, the associate, a royalty free, non-exclusive license (meaning that Goodyear retains ownership and is free to license others) to use *Goodyear Intellectual Property* developed by you and assigned to Goodyear under this Agreement, for your personal interests. However, you must demonstrate to Goodyear's satisfaction such use will not adversely affect Goodyear's business interests or its *Trade Secrets* or diminish Goodyear's advantages over its competitors, and such use must not involve the disclosure of Goodyear *Confidential Information* to others.

*Associate Intellectual Property* remains your property. However, you may mistakenly claim *Goodyear Intellectual Property* as your own or may improperly claim rights in *Intellectual Property* in a way that could include *Goodyear Intellectual Property*. For this reason, you agree to assign to Goodyear, and under this Agreement do assign to Goodyear, any *Patents* or *Copyrights* you may claim or acquire that cover subject matter within the scope of Section 3, (a) and (b), above.

**4. Prohibited Services to a *Conflicting Business Unit*.** You agree (except as is consistent with duties or assignments given you by Goodyear) not to render services, directly or indirectly, to any *Conflicting Business Unit* during the period of your association with Goodyear.

After you leave the employ of Goodyear you agree (subject to the other provisions below in this paragraph) to defer rendering services, directly or indirectly, to any *Conflicting Business Unit* for the lesser of two (2) years immediately after you leave the employ of Goodyear or the maximum period permitted by law. However, you are not prohibited by this Agreement from becoming associated with a non-conflicting business unit of any organization, whether or not it includes *Conflicting Business Units*, as long as you are not rendering services, directly or indirectly, in connection with any *Conflicting Products or Services*. In addition, this restriction on rendering services to *Conflicting Business Units* shall not apply if you are laid-off on a non-voluntary basis. This restriction does apply if you leave the employ of Goodyear due to:

- (a) resignation (other than after non-voluntary lay-off); or
- (b) retirement (early or otherwise); or
- (c) voluntary lay-off; or
- (d) cause (wrongful conduct); or
- (e) your refusal to accept a change in pay, assignment or duties reasonable under both your circumstances and those of Goodyear (this shall be subject to arbitration if either Goodyear or the associate desires).

In the future, you may consider employment and be interviewed by a business that either is, or may be providing services to, a *Conflicting Business Unit*. Upon written request to Goodyear detailing the circumstances under which you propose rendering services to the business, Goodyear will determine if the business or entity is providing services to, or is itself, a *Conflicting Business Unit* and will consider waiving your obligation not to render such services. If the written request is not sufficient to enable Goodyear to grant the waiver, you and Goodyear will exchange facts, circumstances, ideas and opinions regarding the proposed services to be rendered. Following this discourse, Goodyear will grant full or qualified waiver if such waiver will not adversely affect Goodyear's business interests, *Trade Secrets* or competitive advantage. Goodyear agrees that your request for a waiver of your obligation not to render services to a *Conflicting Business Unit* will be evaluated as soon as is practical using a procedure that will not adversely affect your existing position in Goodyear.

Goodyear may determine that, as a result of your skill, training, and work experience, your best opportunities outside of Goodyear for advancement in your profession or trade are limited to potential employment or association with a *Conflicting Business Unit*. If Goodyear determines that you are limited in this way, Goodyear may elect to allow you to be employed by a *Conflicting Business Unit*. Alternatively, Goodyear, in its sole discretion, may elect to require deferment of your employment (as described above) with a *Conflicting Business Unit*. In such case, Goodyear will, so long as you diligently seek alternative work with a non-conflicting business unit of any organization likely to provide you with income comparable to your previous *Goodyear Compensation*, pay you your *Goodyear Compensation* amount plus twenty-five percent (25%), but less any compensation you receive from others during the period of deferred employment or association, on a semi-monthly basis. If Goodyear determines your potential employment is limited as described above but elects not to require deferment of your association with the *Conflicting Business Unit*, then Goodyear shall not be required to compensate you as provided in this paragraph. If Goodyear shall determine that you are not limited in potential employment as described above and you disagree, then Goodyear will arbitrate this issue under the rules of the American Arbitration Association or other well-recognized arbitration organization in the country of your employment.

**5. Associate Transfer within Goodyear.** If you are transferred to another Goodyear corporate entity, this Agreement shall continue to apply to your employment with the Goodyear corporate entity to which you are transferred, subject only to any laws or regulations of your transfer location that require its amendment or that supersede its provisions.

**6. Associate Leaving Employ of Goodyear.** If you leave Goodyear, you agree to give Goodyear advance notice as required by law or at least two weeks advance notice in the absence of a legal requirement. Unless you resign from Goodyear subsequent to non-voluntary lay-off, during the two-year period following the date you leave, you agree to notify any business entities for whom you render services similar in nature to those provided Goodyear, that you are prohibited (unless Goodyear has granted a waiver) from providing such services to *Conflicting Business Units*. You will furnish such business entities with a copy of this Agreement and Goodyear also may elect to furnish copies to them. You also will inform these business entities of your obligations under Section 1 of this Agreement; these obligations continue for ten years. If you have plans to render services to business entities of

this kind at or about the time you leave the employ of Goodyear, you agree to verify you have complied with this Section 6.

**7. Associate Termination by Goodyear.** Any termination of employment by Goodyear other than for cause will include advance notice or pay as required by law.

**8. Survival of this Agreement.** This Agreement survives until all of its provisions have lapsed or expired and continues in full force and effect after your resignation or termination. After your resignation or termination, your obligation to assign *Intellectual Property* to Goodyear ceases as to those *Intellectual Property* concepts or developments first conceived by you after you leave the employ of Goodyear.

**9. Applicable Law.** This Agreement will be interpreted and construed, and all rights and remedies determined, under the present and future laws of the State of Ohio (without reference to the conflict of laws provisions of the State of Ohio) and the United States of America. However, if the law where you are located mandates that Ohio law may not apply either to interpretation or construction of this Agreement, then interpretation and construction of this Agreement with you shall be determined as permitted by the applicable law.

**10. Severability of Provisions.** Should any provision or provisions of this Agreement be held by a court of competent jurisdiction to be invalid or unenforceable, then such provision or provisions alone shall be deemed invalid or unenforceable in such jurisdiction and the remaining provisions of this Agreement shall remain in full force and effect.

**11. Amendment.** You agree that this Agreement, including this Section 11, may be amended

or waived only by a written agreement signed by you and by an officer of Goodyear.

**12. Assignment.** This Agreement is personal to you and you cannot assign it. It will be binding on your heirs, executors, administrators and other legal representatives, and will be for the benefit of Goodyear, its successors, assigns and existing and future subsidiaries. If you are transferred within Goodyear, this Agreement shall be automatically assigned to the Goodyear corporate entity to which you are transferred, effective on your transfer date.

**13. Associate Return of Goodyear Documents and Property.** You agree, at the time of termination of your employment with Goodyear, to deliver to Goodyear all documents that contain Goodyear *Confidential Information* and all tangible property of Goodyear (including all identification and equipment and facility access devices) in your possession or control. Any *Confidential Information* you have in electronic storage will be returned to Goodyear if possible and, if not, destroyed only after you have received permission from Goodyear.

**14. Waiver.** Any waiver by Goodyear of an obligation or restriction imposed on you under this Agreement must be in writing and signed by an officer of Goodyear. However, no failure, refusal or neglect of you or Goodyear to exercise any right, or to insist on full compliance by the other party with its obligations, under this Agreement shall constitute a waiver or amendment of any term of this Agreement.

**15. Entire Agreement.** This Agreement sets out the entire Agreement and understanding between you and Goodyear with respect to *Intellectual Property* and related matters. It supersedes and replaces any previous oral or written agreements and understandings between you and Goodyear with respect to *Intellectual Property* or use of Goodyear computer systems.

THE UNDERSIGNED ASSOCIATE AGREES ONLY TO SECTION ONE THROUGH THREE OF THIS AGREEMENT AGREED TO AND ACCEPTED, EFFECTIVE ON THE DATE WRITTEN BELOW, BY GOODYEAR AND THE ASSOCIATE.

EFFECTIVE DATE: April 6<sup>th</sup>, 1998  
(month, day, year)

Jason Wolter Klein  
(ASSOCIATE'S FULL NAME PRINTED)

Jason W. Klein  
(ASSOCIATE'S SIGNATURE - IN INK, PLEASE)

505-11-8865  
(ASSOCIATE'S SOCIAL SECURITY NUMBER)

THE GOODYEAR TIRE & RUBBER COMPANY  
OR OTHER GOODYEAR CORPORATE ENTITY

BY: Rose A. Williams  
(PRINTED NAME OF GOODYEAR HR REPRESENTATIVE)

BY: Rose A. Williams  
(HR REPRESENTATIVE'S SIGNATURE - IN INK, PLEASE)

TITLE: Mgr. H. R. Service